

00212

AGREEMENT

THIS AGREEMENT, made this 23 day of June A.D., 1975 by and between NEW CASTLE COUNTY, hereinafter "County" political subdivision of the State of Delaware, and the DELAWARE RIVER AND BAY AUTHORITY, hereinafter "Authority",

WITNESSETH

WHEREAS, the Authority is the owner of certain land containing 30.2 acres more or less adjacent to County's Pigeon Point Landfill and described more particularly on Exhibit A attached hereto; and

WHEREAS, County desires to use that portion of subject property as delineated in Exhibit A attached, (Part 1, a description of the lands of Delaware River and Bay Authority to be leased to New Castle County, Delaware, and Part 2, a location plan of said property as delineated on the drawings prepared by Edward H. Richardson and Associates, drawing number 1233-12-3, dated 1-30-75, revised 6-5-75.)

WHEREAS, Authority has agreed to permit the use of the subject property for such purposes;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto covenant and agree as follows:

- (1) Authority will permit County to use the property as described and delineated on Exhibit A for landfill purposes.
- (2) Authority will permit the County reasonable ingress and egress for all purposes incident to such landfill purposes, except that access to and from the bridge approaches, or the area adjacent to them, is not permitted.

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(3) County will relocate the present boundary fence parallel to the toe of the landfill slope. The method of fence relocation shall be acceptable to the Authority.

(4) County agrees that upon termination of this agreement it shall replace the right-of-way fence along the boundary of Authority's property. The method of fence relocation shall be acceptable to the Authority. This includes the acceptability of the fence, the need for surveys, the relocation of monuments and any other details necessary to complete the work in a manner acceptable to the Authority.

County agrees to grade and topsoil and seed and vegetate the area with grass, trees, and shrubs when the landfill use is concluded.

(5) County will realign Magazine Ditch to lie between the relocated fence and the bridge and approach if required by the Authority. The County agrees to maintain said relocated ditch to the satisfaction of the Authority. This includes the placing of rip-rap on the slopes if erosion control is necessary in the opinion of the Authority.

(6) County will install an underground leachate collection ditch system and a surface storm water collection system between the relocated fence and toe of the landfill slope to comply with pollution prevention requirements. County agrees to maintain these systems.

(7) The term of this agreement shall run for ten years from the date of this agreement and shall continue thereafter until either party shall give the other party 60 days written notice of

intention to terminate. County agrees that all the terms and conditions contained in this agreement are to continue to be the responsibility of the County after the termination of the agreement.

(8) County shall be solely liable for and shall indemnify and hold Authority safe and harmless from and against any and all loss, cost, damage, claim, action or liability on account of the death of or injury to any person or persons or the damage to or destruction of any property or any environmental damage including but not limited to water or air pollution and specifically including damage to third party wells arising from pollution of underground aquifers arising from or growing out of its exercise of rights herein granted or its exercise of rights assumed in connection therewith. The County's liability and obligations assumed shall survive the term of this agreement and remain in effect so long as the Authority is the owner of the subject property. The County's liability shall include the obligation to take at its own cost whatever remedial action may be required to prevent damage as outlined above or to remedy such damage if it occurs including but not limited to the removal of all materials deposited in connection with the land fill if required.

(9) The County shall be solely responsible for securing all necessary approvals from local, state, and federal regulatory agencies and shall be solely for and shall indemnify and hold the Authority safe and harmless from and against any and all loss, cost, damage, claim, action or liability on account of the death of or injury to any person or persons or the damage to or destruction

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of any property or any environmental damage including but not limited to water or air pollution and specifically including damage to third party wells arising from pollution of underground aquifers arising from or on account of its failure to secure any such required permits or on account of its violations of the terms and conditions of any such permits.


IN WITNESS THEREOF, the parties have set their hands and seals the day and year above written.

DELAWARE RIVER AND BAY AUTHORITY



Director


Witness

NEW CASTLE COUNTY


County Executive


Witness


Director of Public Works


Witness

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 23rd day of June, in the year of Our
Lord, one thousand nine hundred and seventy -five, personally came before me, William J. Miller, Jr.,
Director, Delaware River and, part y to this Indenture, known to me personally to be such and
Bay Authority he do as acknowledge this Indenture to be his contract.

GIVEN under my hand and seal of office, the day and year aforesaid.

Caroline H. Rogers
Notary Public



STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 2nd day of July, in the year of Our
Lord, one thousand nine hundred and seventy -five, personally came before me, the Subscriber, a Notary
Public for the State of Delaware, Richard A. McLaughlin, County Executive of New
Castle County, party to this Instrument of Writing, known to me personally to be such, and acknowledged this
Instrument of Writing to be his act and deed and the act and deed of New Castle County, a political subdivision
of the State of Delaware; that the signature of the County Executive is in his own proper handwriting; that the
seal affixed is the seal of New Castle County; and that his act of signing, sealing, executing, acknowledging
and delivering said Instrument of Writing was duly authorized.

GIVEN under my hand and seal of office, the day and year aforesaid.

Janet A. Brady
Notary Public



STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 17th day of June, in the year of Our
Lord, one thousand nine hundred and seventy -five, personally came before me, the Subscriber, a Notary
Public for the State of Delaware, Albert W. Madara, Director of Public Works of New
Castle County, party to this Instrument of Writing, known to me personally to be such, and acknowledged this
Instrument of Writing to be his act and deed and the act and deed of New Castle County, a political subdivision
of the State of Delaware; that the signature of the Director of Public Works of New Castle County is in his own
proper handwriting; that his act of signing, executing, acknowledging and delivering said Instrument of Writing
was duly authorized.

GIVEN under my hand and seal of office the day and year aforesaid.

Deane G. Bookout
Notary Public



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EXHIBIT "A"
PART 1. of 2.

Comm: A223-12-3

January 30, 1975

DESCRIPTION OF PART OF LANDS OF
DELAWARE RIVER & BAY AUTHORITY, REC'D-90 FILE 912
TO BE LEASED TO
NEW CASTLE COUNTY
NEW CASTLE HUNDRED, NEW CASTLE COUNTY, DELAWARE

BEGINNING at a point, said point being located on the southeasterly side of the P.W. & B.R.R. CO. (New Castle cut-off) R.O.W. 100' wide, and 23' north from the northerly side of the WEST BOUND LANE OF INTERSTATE DELAWARE ROUTE 295, THE DELAWARE MEMORIAL BRIDGE;

THENCE, from the point of beginning along lines of the aforesaid P.W. & B.R.R. CO., N 34° 56' 41.39" E, 600± to a point, a corner for LANDS OF OTHERS;

THENCE, by the same, the following eight (8) courses and distances:

1. S 79° 43' 23.61" E, 91.45' to a point;
2. N 41° 31' 36.39" E, 145.20' to a point;
3. N 81° 00' 50" E, 687.89' to a point;
4. S 0° 36' 13.39" W, 561.49' to a point;
5. N 76° 01' 43.39" E, 195.04' to a point;
6. S 63° 32' 46.61" E, 628.74' to a point;
7. S 33° 15' 01.39" W, 344.32' to a point;
8. S 66° 29' 59" E (passing over a concrete monument at 1202.34') 1426.71' to a point in the DELAWARE RIVER;

THENCE, by the same, S 29° 39' 37" W, 150± to a point, 23' north of the aforementioned WEST BOUND LANE OF INTERSTATE DELAWARE ROUTE 295, THE DELAWARE MEMORIAL BRIDGE:

THENCE, by the same, 23' distant from and parallel to the aforementioned northerly side of the WEST BOUND LANE OF INTERSTATE DELAWARE ROUTE 295, THE DELAWARE MEMORIAL BRIDGE, to the first mentioned point or place of beginning;

CONTENTS thereof be what they may.

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Comm: 1233-12-3

January 30, 1975

DESCRIPTION OF PART OF LANDS OF DELAWARE RIVER & BAY AUTHORITY TO BE
LEASED TO NEW CASTLE COUNTY, NEW CASTLE HUNDRED, NEW CASTLE COUNTY, DELAWARE

NOTE: All Bearings and Distances as stated herein are taken from a Plan
by Howard, Needles, Tammen & Bergdooff, dated May 1971 and titled,
"Delaware River & Bay Authority, Delaware Memorial Bridge, Second
Structure R.O.W., Plan, Sheet No. 4 of 4.

cc: New Castle County, Dept. of Public Works (3)
File (1)

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REC'D FOR RECORDS *Jan 15 1975* LEO I. DUGAN, Jr. Recorder

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